



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

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First District

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Fifth District

July 8, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF LANDSCAPE MAINTENANCE SERVICES AGREEMENT  
WITH AMERICAN LANDSCAPE MAINTENANCE, INC.  
(5th District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board of Supervisors to execute a new Agreement with American Landscape Maintenance Inc., (Exhibit I), increasing the funding by \$3,395 for the continued provision of contract landscape maintenance services at Olive View-UCLA Medical Center, effective on Board approval through September 30, 2004, for a maximum County obligation of \$16,568.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Chairman of the Board of Supervisors to execute a new Agreement with American Landscape Maintenance Inc. (ALM, Inc.), for the continued provision of contract landscape maintenance services at Olive View-UCLA Medical Center (OV/UCLA), effective on Board approval and continuing on a month-to-month basis through September 30, 2004, for a total maximum County obligation of \$16,568. This Agreement is a stop-gap measure to provide for services while the evaluation of proposals in response to a Request for Proposals process is completed.

DHS has contracted for landscape maintenance services at OV/UCLA under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A) since July, 1983.

FISCAL IMPACT/FINANCING:

The maximum County obligation for the provision of landscape maintenance services for the term of the new agreement is \$16,568.

The requested funding for landscape maintenance services at OV/UCLA is included in the Fiscal Year (FY) 2004-05 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Landscape maintenance services include, but are not limited to: the maintenance of turf, ground cover, shrubs and trees, renovation of turf and ground cover areas; the pruning of trees and shrubs; the provision of weed, disease, pest and rodent control; and the operation and maintenance of irrigation systems.

On June 8, 2004, the Board authorized the extension of Agreement No. 71127 with ALM, Inc., to allow for the continuation of landscape maintenance services at OV/UCLA while the Department of Health Services (DHS) completed the evaluation process of proposals submitted in response to the Request for Proposals (RFP) released in July 2003. The Board extension was approved under the same terms and conditions of the existing agreement. However, we subsequently became aware that ALM Inc., requested an increase in funding of \$1,426 per month to cover increased costs for liability and worker's compensation insurance. DHS also determined that the increase in rates is reasonable based on a comparison of costs for other County medical facilities similar in size and scope to OV/UCLA.

On June 30, 2004, Agreement No. 71127 expired because ALM, Inc. would not agree to the Board-authorized extension under the same terms and conditions. The Department is requesting the Board of Supervisors approve a new agreement with ALM, Inc., increasing the funding by a total of \$3,395, effective upon Board approval through September 30, 2004, for the continued provision of landscape maintenance services at OV/UCLA, at a total maximum County obligation of \$16,568. The Department has determined that the renewal agreement, with the additional cost, remains cost effective.

The Agreement includes provisions for termination by the County upon 15 days advance written notice to the contractor.

It has been determined that landscape maintenance services fall under Proposition A guidelines and as such are subject to compliance with the County's Living Wage Program.

The new agreement includes provisions for (1) the consideration of GAIN program participants for employment by the contractor should additional or replacement personnel be required by the contractor during the term of the agreement, (2) the revised standard provisions for the Child Support Compliance Program, (3) notice to employees regarding the Federal Earned Income Credit, (4) Contractor Responsibility and Debarment, (5) Jury Service Program, (6) HIPAA, (7) No Payment for Services Following Expiration, (8) County's Safely Surrendered Baby Law, and (9) indemnification and insurance provisions approved by CAO Risk Management.

Attachment 1 provides additional information.

The attached Agreement (Exhibit I) has been approved as to use & form by County Counsel.

The Honorable Board of Supervisors  
July 8, 2004  
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CONTRACTING PROCESS:

An RFP for the provision of landscape maintenance services was released in July 2003.

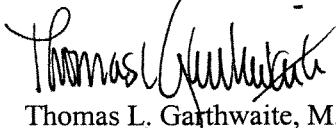
DHS is currently completing the evaluation of the proposals received.

IMPACT ON CURRENT SERVICES:

Approval of this Agreement will assure the provision of necessary landscape maintenance services at OV/UCLA.

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:pm

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

BLETCDD3480.pem

**SUMMARY OF AGREEMENT**1. **TYPE OF SERVICE:**

Landscape maintenance services at Olive View-UCLA Medical Center (OV/UCLA).

2. **AGENCY NAME/ADDRESS/CONTACT PERSON:**

American Landscape Maintenance, Inc.  
7949 Deering Avenue  
Canoga Park, California 91304  
Contact: Michael Hayes, General Manager  
Phone: (818) 999-2041  
Fax: (818) 999-2056

3. **TERM:**

The term of the Agreement is effective on Board approval continuing on a month-to-month basis through September 30, 2004, unless sooner terminated.

4. **FINANCIAL INFORMATION:**

The necessary funding for landscape maintenance services at OV/UCLA is included in the Fiscal Year (FY) 2004-05 Adopted Budget. There is a cost increase of \$3,395 for the term of the contract effective on July 21, 2004 through September 30, 2004 for a total maximum County obligation of \$16,568.

5. **SERVICE INFORMATION:**

The Agreement provides for the continued provision of landscape maintenance services at OV/UCLA.

6. **ACCOUNTABLE FOR CONTRACT MONITORING:**

Administrative staff at OV/UCLA and DHS centralized Contract Monitoring Division.

7. **APPROVALS:**

OV/UCLA:	Melinda Anderson, Chief Executive Officer
Contract Administration:	Irene E. Riley, Director
County Counsel (approval as to form):	Christina A. Salseda, Deputy County Counsel



LANDSCAPE MAINTENANCE SERVICES AGREEMENT  
OLIVE VIEW-UCLA MEDICAL CENTER

Contract # \_\_\_\_\_

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between the

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

AMERICAN LANDSCAPE MAINTENANCE  
INC. (hereafter "Contractor"),

Business Address:  
7949 Deering Avenue  
Canoga Park, California 91304.

WHEREAS, pursuant to California Health and Safety Code  
Sections 1441 and 1445, County has established and operates,  
through its Department of Health Services (hereafter "DHS"),  
Olive View-UCLA Medical Center, 14445 Olive View Drive, Sylmar,  
CA 91343 (hereafter "Medical Center"); and

WHEREAS, County is authorized by Los Angeles County Code  
Section 2.121.250 et seq. to contract with private businesses to  
perform personal services when it is more economical or feasible  
to do so; and

WHEREAS, Contractor is duly licensed and certified under the  
laws of the State of California to engage in the business of  
providing landscape maintenance services as described hereunder;  
and

WHEREAS, this Agreement is authorized by California  
Government Code Sections 23004 and 26227.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. TERM OF CONTRACT:

A. The term of this Agreement shall commence upon Board of Supervisors' approval and shall continue in full force and effect through September 30, 2004, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

B. County may, in its sole discretion, suspend Contractor's performance of services under this Agreement, in whole or in part, by giving a fifteen (15) calendar day advance written notice to Contractor. County's notice shall set forth the extent of the suspension including, but not limited to, the specific services which shall be suspended, the date upon which the suspension shall become effective, and the conditions and requirements for restoration of Contractor's performance obligations hereunder. Contractor shall fully comply with County's notice of suspension. Contractor shall not perform those services specified by County for suspension, and Contractor shall have no claim whatsoever against County for any such services.

C. In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully

cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2. CONTRACT SUM: The maximum obligation of County for Contractor's performance of this Agreement shall not exceed sixteen thousand five sixty-eight dollars(\$16,568).

A. Invoices and payments for all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in *Exhibit G, Pricing Schedule*, attached hereto, on billing forms approved by the County. All billings shall include required certification and shall clearly reflect and provide reasonable detail of the services for which claim is made. County shall pay Contractor within forty-five (45) days following receipt of a complete and correct billing, as determined by County.

B. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without

consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

C. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit B - Specifications* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in *Exhibit G - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

D. Reimbursement for Seasonal/Periodic Landscape Maintenance Services: Contractor shall notify the Contract Coordinator a minimum of five (5) business days prior to commencement of any Seasonal/Periodic Landscape Maintenance Services which Contract Coordinator must pre-approve. Reimbursement for Seasonal/Periodic Landscape Maintenance Services shall be made subsequent to receipt of a complete and correct itemized billing, as required by County, in addition to evidence of County pre-approval of services performed. The Annual maximum cost for

seasonal/periodic/other services (less depreciation, any equipment installation costs, and start-up costs) may be adjusted by County at the end of each Contract Year, as indicated in below in Sub-paragraph K, Cost of Living Adjustments.

E. Unsatisfactory Performance Deductions from the Basic Monthly Charge: During any calendar month in which the Acceptable Quality Level is not met and Contractor's performance is deemed unsatisfactory in any of the service areas listed in *Exhibit B, Specifications*, County may, in its sole discretion, make unsatisfactory performance deductions from the Basic Monthly Charge as specified in Paragraph 24, County's Quality Assurance Plan, and further described in *Exhibit C, Performance Requirements Summary*.

F. The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit I - 4      - Payroll Statement of Compliance
- Exhibit I - 5      - Monthly Certification for  
Applicable Health Benefit  
Payments

G. All invoices under this Agreement shall be submitted in two (2) copies to the County Contract Project Monitor at the address provided in *Exhibit K, County's Administration*.

H. County Approval of Invoices: All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Project Monitor prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

3. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

A. Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and full compliance with the provisions of this Agreement.

B. Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as

set forth in the *Specifications, Exhibit B* and elsewhere hereunder.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4. APPLICABLE DOCUMENTS: Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, R, S, T, and U, are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

EXHIBIT A - Performance Work Statement

EXHIBIT B - Specifications

EXHIBIT C - Performance Requirements Summary

EXHIBIT D - Routine Landscape Maintenance Services  
Frequency Chart

EXHIBIT E - Staffing Pattern



EXHIBIT F - Seasonal/Periodic Landscape Maintenance  
Services and Other Work for Contract Term

EXHIBIT G - Pricing Schedule

EXHIBIT H - Public Works Reporting Form

EXHIBIT I - Notice of Public Entity

EXHIBIT J - Contractor's EEO Certification

EXHIBIT K - County's Administration

EXHIBIT L - Contractor's Administration

EXHIBIT M - Jury Service Ordinance

EXHIBIT N - Safely Surrendered Baby Law

EXHIBIT O - Living Wage Program

EXHIBIT P - Attestation of Willingness to Consider  
GAIN/GROW Participants

EXHIBIT Q - Prevailing Wage Determination

EXHIBIT R - Facility Map

EXHIBIT S - Employee Acknowledgment of Employer

EXHIBIT T - Determinations of Contractor Non-  
Responsibility and Contractor Ordinance

EXHIBIT U - Internal Revenue Service Notice 1015

A. This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change

to this Agreement shall be valid unless prepared pursuant to Paragraph 11 - Change Notices and Amendments and signed by both parties.

5. DEFINITIONS: The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

A. Agreement/Contract: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Specifications, Exhibit B* and elsewhere hereunder.

B. Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by *Exhibit B, Specifications* and elsewhere hereunder.

C. Contractor Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

D. County Contract Project Monitor: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

E. Employees/Contractor's Staff: All personnel employed by the Contractor including persons with disabilities providing services at County facility.

F. County Project Manager/Facility Designee: Person designated by County's Project Director to manage the operations under this Contract. This position may also be assigned as the County Contract Project Monitor.

G. Day(s): Calendar day(s) unless otherwise specified.

H. Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30<sup>th</sup>.

6. ADMINISTRATION OF AGREEMENT - COUNTY: A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit K*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

A. COUNTY'S DIRECTOR: Director of DHS, or his duly authorized designee (hereafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement,

including, but not limited to, the obligations (1) to perform its professional services according to customary quality of care standards in the community and under this Agreement, and (2) to defend County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor.

B. COUNTY'S PROJECT MANAGER/FACILITY DESIGNEE: The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

C. COUNTY'S CONTRACT PROJECT MONITOR: The County's Project Monitor is responsible for overseeing the day-to-day

administration of this Agreement. The County's Project Monitor reports to the County's Project Manager. The County's Project Monitor on occasion has the same duties as the County's Project Manager.

7. ADMINISTRATION OF AGREEMENT - CONTRACTOR:

A. CONTRACTOR'S PROJECT MANAGER: Contractor's Project Manager is designated in *Exhibit L*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

B. APPROVAL OF CONTRACTOR'S STAFF: County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

C. CONTRACTOR'S STAFF IDENTIFICATION: Contractor shall provide all staff assigned to this Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the

badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

Contractor shall notify the County within one business day when staff is terminated from working on this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification, if any, badge at the time of removal from the County Agreement.

If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge, if any, at the time of removal from working on the Agreement.

D. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:  
Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair his/her physical or mental performance.

8. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part,

without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or

constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

9. AUTHORIZATION WARRANTY: The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

10. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget benefits paid to the majority of County employees and imposes similar reductions with respect to County Agreements, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall all of the services set forth in the Agreement.



11. CHANGE NOTICES AND AMENDMENTS: For any change to any term or condition included under this Contract, an of Supervisors and Contractor, except for the following:

A. Director or his authorized designee, is authorized to execute and approve Change Notices which may delete facilities, hours, staffing or unexpected expenses, which may result in a decrease. Such Change Notices, shall be subject to review and approval of County Counsel, Chief Administrative Office and notification to the Board.

B. The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director or his designee.

12. COMPLAINTS: The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

A. The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

B. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

C. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

D. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

E. Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

13. COMPLIANCE WITH APPLICABLE LAW:

A. The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required

thereby to be included in this Agreement are hereby incorporated herein by reference.

B. The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

14. COMPLIANCE WITH CIVIL RIGHTS LAWS: The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with *Exhibit J - Contractor's EEO Certification*.

15. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified

in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, further described in Exhibit M.

B. Written Employee Jury Service Policy: Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

C. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more

worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

D. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the

Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

E. Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

16. COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM:

A. Living Wage Program - This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit O* and incorporated by reference into and made a part of this Agreement.

B. Payment of Living Wage Rates

- (1) Unless the Contractor has demonstrated to the County's satisfaction either that the

Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Agreement:

- Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits

if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

C. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Agreement. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Agreement and a copy of the Living Wage Program shall be attached to the Agreement. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized



industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

D. If the Contractor is required to pay a living wage when the Agreement commences, the Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.

E. If the Contractor is not required to pay a living wage when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify

for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

F. Contractor's Submittal of Certified Monitoring Reports: The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through

one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

G. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims: During the term of the Agreement, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's agreement with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

H. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement,

including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

I. Notifications to Employees: The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

J. Enforcement and Remedies: If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

(1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted

does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(2) Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(3) Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such

breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(4) Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

(5) Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the County

may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed

that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

(6) Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the



County may, in its sole discretion, bar the Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach, not to exceed three years.

(7) Use of Full-Time Employees. The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Agreement unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

(8) Contractor Retaliation Prohibited. The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any

statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

(9) Contractor Standards. During the term of the Agreement, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

(10) Employee Retention Rights

a. Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

- Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor standards Act; and
- Who has been employed by a

Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Agreement, which predecessor contract was terminated by the County prior to its expiration; and

- Who is or will be terminated from his or her employment as a result of the County entering into this new agreement.

b. Contractor is not required to hire a retention employee who:

- Has been convicted of a crime related to the job or his or her performance; or
- Fails to meet any other County requirement for employees of a Contractor.

c. Contractor shall not terminate a retention employee for the first 90 days of employment under the agreement, except for cause. Thereafter, Contractor may retain a

retention employee on the same terms and conditions as Contractor's other employees.

(11) Neutrality in Labor Relations. The Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

17. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA):

A. Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

B. Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of

services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

C. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

18. CONFLICT OF INTEREST

A. No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or

economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

19. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should the Contractor require additional or replacement personnel after the effective date of

this Agreement to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

20. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position (Exhibit P). For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

21. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residence of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil

unrest, natural disaster or similar event. Notwithstanding any other provision of this agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach of Contractor for which County may immediately terminate this Agreement.

22     CONTRACTOR'S RESPONSIBILITY AND DEBARMENT:

A.     A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors, further described in Exhibit T.

B.     The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and



terminate any or all existing Agreements the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's

representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors/subconsultants of County Contractors.

23. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through Agreements are in compliance with their court-ordered child, family and

spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

24. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation as described in Exhibit C, Performance Requirements Summary, will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing

and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

25. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may deduct such costs from any amounts due to Contractor from County.

26. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the

employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

27. FACSIMILE REPRESENTATIONS: The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and

Amendments prepared pursuant to Paragraph 11, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

28. FAIR LABOR STANDARDS: The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

29. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General

of the United States, or to any of their authorized representative, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

30. FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to DHS, Contracts and Grants Division, within ten days following execution of this Agreement an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

A. The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

B. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

C. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials or

equipment to Contractor or in any manner does business with Contractor under this Agreement. If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall promptly notify Director in writing detailing such changes.

32. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

33. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons



performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor employed at any of the County Facilities mentioned herein and shall be filed with County's Workers' Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007. The form and content of such acknowledgment shall be substantially

similar to *Exhibit T*, attached hereto and incorporated herein by reference.

E. As previously instructed in *Sub-paragraph 8.10 - Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPPA)* Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records.

34. INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

35. INSURANCE REQUIREMENTS: Without limiting the Contractor's indemnification of the County and during the term of this Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement.

Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Paula Morales, Contract Administrator  
Health Services Administration  
Contracts and Grants Division  
313 N. Figueroa St., 6<sup>th</sup> Floor East  
Los Angeles, CA 90012

B. Prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement by Contract Number;
- Clearly evidence all coverages required in this Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its

Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement; and

- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

C. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

D. Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon

which the County may immediately terminate or suspend this Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

E. Notification of Incidents, Claims or Suits:

Contractor shall report to the County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or

theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.

F. Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

G. Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

36. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than

the following:

General Aggregate:	\$2 million
Products/Completed	
Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

37. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

38. LIQUIDATED DAMAGES:

A. If, in the judgment of County, the Contractor breaches the Agreement requirements as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit C*, hereunder, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Agreement as liquidated damages. The Director, or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.



B. This Paragraph 40, shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

39. MOST FAVORED PUBLIC ENTITY: If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the County.

40. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. The Contractor shall certify to, and comply with, the provisions of *Exhibit J* - Contractor's EEO Certification.

C. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

D. The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

E. The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race,

color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

F. The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 42 when so requested by the County.

G. If the County finds that any provisions of this Paragraph 42 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

H. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

41. NON EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict DHS from acquiring similar, equal or like goods and/or services from other entities or sources.

42. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

43. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

44. NOTICE OF DISPUTES: The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director, or designee shall resolve it. If Contractor disagrees with the interpretation of Director, he shall continue with the work in accordance with Director's interpretation. Within thirty (30) days after receipt of the interpretation, Contractor may file a written request with the Director for a hearing before a Dispute Review Panel as provided hereinbelow. The written request shall outline in detail the area of dispute. The Dispute Review Panel will be appointed by Director and will be composed of not less than three (3) County personnel having experience in the administration of landscape maintenance services contracts. The Panel will convene within one week of appointment in order to hear all matters related to the dispute. The hearing will be

informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one week following the conclusion of the hearing. Director shall render a final interpretation upon his review of the Panel's recommendation.

45. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit U.

46. NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits K, County's Administration and L, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

47. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:  
Notwithstanding the above, the Contractor and the County agree

that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

48. PUBLIC RECORDS ACT:

A. Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 50, Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents which were required to be submitted in response to process this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

49. PUBLICITY:

A. The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County



without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

B. The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 49 are met.

50. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT: The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of seven (7) years thereafter unless the County's written permission is given to dispose of any such

material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

A. In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

B. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 52 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

C. If, at any time during the term of this Agreement or within seven (7) years after the expiration or termination of this Agreement, representatives of the County

may conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

51. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

52. REPORTS: Contractor shall make reports as required by Facility Designee or his designee concerning Contractor's activities and operations hereunder. In no event may County require such reports unless it has provided Contractor with at

least thirty (30) days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

53. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

54. SAFELY SURRENDERED BABY LAW: Notice to Employees Regarding the Safely Surrendered Baby Law: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit N of this agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes. Contractor's acknowledgment of County's commitment to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's

policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

55. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

56. SUBCONTRACTING:

A. The requirements of this Agreement may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

B. If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- (1) A description of the work to be performed by the subcontractor;
- (2) A draft copy of the proposed subcontract; and

(3) Other pertinent information and/or  
certifications requested by the County.

C. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

D. The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

E. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.

F. The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

G. The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed

hereunder, notwithstanding the County's consent to subcontract.

H. The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Department of Health Services  
Paula Morales, Contract Administrator  
Contracts and Grants Division  
313 N. Figueroa St., 6<sup>th</sup> Floor East  
Los Angeles, CA 90012

before any subcontractor employee may perform any work hereunder.

57. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE: Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 25 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of Contractor to cure such default within 90 days of written notice shall be grounds upon which the County may terminate this contract pursuant to Paragraph 61 - Termination

for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

58. TERMINATION FOR CONVENIENCE:

A. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by a fifteen (15) day advance Notice of Termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.

B. After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

- (1) Stop work under this Agreement on the date and to the extent specified in such notice, and
- (2) Complete performance of such part of the work as shall not have been terminated by such notice.

C. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Paragraph 52, Record Retention & Inspection/Audit Settlement.



59. TERMINATION FOR DEFAULT:

A. The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

- (1) Contractor has materially breached this Agreement;
- (2) Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- (3) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

B. In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 61.A, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and

services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

C. Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 61.B if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be

liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 61.C, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

D. If, after the County has given notice of termination under the provisions of this Paragraph 61, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 61, or that the default was excusable under the provisions of Sub-paragraph 61.C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 60 - Termination for Convenience.

E. In the event the County terminates this Agreement in its entirety due to the Contractor's default as provided in Sub-paragraph 61.A, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services.

Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub- Paragraph 61.B, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is greater, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Agreement or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 36 - Indemnification.

E. The rights and remedies of the County provided in this Paragraph 61 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

60. TERMINATION FOR IMPROPER CONSIDERATION:

A. The County may, by written notice to the

Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

B. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Special Investigations Unit Fraud Hotline at (800) 544-6861.

C. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

61. TERMINATION FOR INSOLVENCY:

A. The County may terminate this Agreement forthwith

in the event of the occurrence of any of the following:

- (1) Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- (2) The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- (3) The appointment of a Receiver or Trustee for the Contractor; or
- (4) The execution by the Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of the County provided in this Paragraph 61 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

62. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE: The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010

retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

63. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

64. WAIVER: No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights

and remedies set forth in this Paragraph 66 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

65. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Contractor has caused this Agreement to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
VIOLET VARONA-LUKENS, Executive  
Officer of the Board of  
Supervisors of County of Los Angeles

By \_\_\_\_\_  
Deputy

AMERICAN LANDSCAPE MAINTENANCE INC.  
Contractor

By \_\_\_\_\_  
Signature

Title V.P.

APPROVED AS TO FORM  
BY THE OFFICE OF COUNTY COUNSEL  
County Counsel

By \_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

EXHIBIT A

PERFORMANCE WORK STATEMENT FOR LANDSCAPE MAINTENANCE SERVICES

1. DEFINITION: Landscape maintenance services hereunder shall be the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; the pruning of trees and shrubs; providing weed, disease, pest and rodent control; and operating and maintaining irrigation systems; and the performance of other services; pursuant to this Exhibit A (Performance Work Statement For Landscape Maintenance Services), Exhibit B (Specifications), Exhibit C (Performance Requirements Summary), Exhibit D (Routine Landscape Maintenance Services Frequency Chart), Exhibit E ( Routine Landscape Maintenance Services Staffing Pattern for Contract Term (Hours Per Calendar Month)), Exhibit F (Seasonal/Periodic Landscape Maintenance Services and Other Work), and Exhibit G (Pricing Schedule - Routine Landscape Maintenance and Seasonal/Periodic Landscape Maintenance Services).

2. FACILITIES TO BE MAINTAINED: The area(s) to be maintained under the provisions of this Agreement are shown as Area I on Exhibit S (Facility Map) and are located at the following address(es): Olive View/UCLA Medical Center (hereafter "Medical Center") 14445 Olive View Drive, Sylmar, California 91345. Exhibit S (Facility Map) identifies areas that exist at the Medical Center. The areas of the Medical Center shown as

Areas II and III on Exhibit S (Facility Map) are not included under this Agreement.

The areas in and around the Medical Center are landscaped with turf, groundcover and shrubs, and are irrigated by automatic and/or manual systems. These areas are further defined on the plans of record on file with the County of Los Angeles.

Contractor acknowledges personal inspection of the facilities and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demand upon County for any improvements or alteration thereof.

3. BILLING AND PAYMENT:

A. Routine Landscape Maintenance Services: For Routine Landscape Maintenance Services provided under this Agreement, Contractor shall bill County the applicable Basic Monthly Charge per calendar month in arrears, as set forth in Exhibit G.

Contractor shall submit to County on a monthly basis an itemized billing, indicating all Routine Landscape Maintenance Services performed by function during the calendar month immediately preceding the month in which the billing is submitted.

B. Seasonal/Periodic Landscape Maintenance Services: Administrator shall review on an ongoing basis all Seasonal/

Periodic Landscape Maintenance Services (e.g., Disease/ Insect Control, Rodent Control, Vertical Mowing, etc.) to be performed as specified in Exhibit F (Seasonal/Periodic Landscape Maintenance Services and Other Work). If Administrator determines, in his sole judgement, that any frequency of service for Seasonal/Periodic Landscape Maintenance Services as set forth on Exhibit F is not necessary, the Administrator shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefor. Any County funds which would have been paid to Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of Administrator, be used for "Other Work" in accordance with Subparagraph C. For Seasonal/Periodic Landscape Maintenance Services performed under this Agreement, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval. Billings shall be in accordance with the fee schedule for Seasonal/Periodic Landscape Maintenance Services as set forth in Exhibit F.

C. Other Work: Administrator may, in his sole discretion, authorize the Contractor to perform landscape-related Other Work, when the need for such work arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence; or when such work is necessary for requested improvements in order to add new, modify existing, or refurbish existing, landscaping and/or irrigation systems.

Any such work not provided for elsewhere in this Agreement and authorized in writing by the Administrator and performed by Contractor shall be considered Other Work for which the Contractor shall receive additional compensation.

**PRIOR TO PERFORMING ANY OTHER WORK**, Contractor shall prepare and submit a written description of the Other Work with an estimate of the cost to complete the work. No work shall commence without the written authorization from the Administrator.

The written estimate to perform Other Work shall include: (1) the number of hours to complete the work, (2) the cost for labor based upon the hourly rate listed below (these rates shall include all overhead and profit), and (3) the wholesale cost of materials, if any. In the event Contractor's written estimate is not approved, then County reserves the right to perform such work with County personnel or contract with a third party to perform such work.

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs for, and the number of labor hours charged to, approved Other Work. Failure to maintain records to support Other Work costs may result in the disallowance of those costs, as determined by Administrator

Notwithstanding the above written authorization, when a condition exists in which there is imminent danger of injury to the public or damage to property, Administrator may verbally authorize the work to be performed upon receiving a verbal estimate from Contractor. However, within twenty-four (24) hours after receiving verbal authorization, Contractor shall submit a written estimate to Administrator for written approval.

All Other Work shall commence on the date specified by Administrator and Contractor shall proceed diligently to complete such work within the time allotted.

D. Except as otherwise expressly provided in this Agreement, the above fees for Routine Landscape Maintenance Services, Seasonal/Periodic Landscape Maintenance Services and Other Work, shall be the sole consideration paid by County to Contractor hereunder.

E. Unsatisfactory Performance Deductions: If, in the sole judgement of the Administrator, the level of services is less than the Acceptable Quality Level (AQL) as specified in the Performance Requirements Summary Chart as set forth in Exhibit C, attached to this Agreement and incorporated herein by reference,

Administrator, in his sole discretion, may deduct from the Basic Monthly Charge the Unsatisfactory Performance Deductions identified in Column 6 of the Performance Requirements Summary Chart for services not performed or not rendered in accordance with specifications as set forth.

F. Public Works Payroll Reporting Form: Contractor shall complete the State Department of Industrial Relations Public Works Payroll Reporting Form along with its certificate thereof shown as Exhibits H (Public Works Payroll Reporting Form) and I (Notice to Public Entity), attached to this Agreement and incorporated herein by reference, and submit two signed copies of such forms with each monthly billing.

4. OPERATING RESPONSIBILITIES:

A. Signs/Improvements: Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from Administrator.

B. Hours and Days of Maintenance Service: At Medical Center, maintenance services shall be performed eight (8) hours per day, Monday through Friday between 6:00 a.m. and 6:00 p.m., except during County observed holidays, though Contractor may elect to provide additional coverage, e.g., weekends. Eight (8) hours constitutes a day's work.

C. Non-Interference: Contractor shall not interfere with the intended use of premises and shall conduct his

operations as to offer the least possible obstruction and inconvenience to the peace and quiet of the area within which services hereunder are performed.

D. Contractor's Staff: Contractor shall provide sufficient personnel to perform all work required hereunder. All of Contractor's maintenance personnel shall be supervised by an experienced and qualified, English speaking supervisor in the employ of Contractor. Supervisor must be able to communicate effectively with personnel being supervised.

Employees shall be required to present positive personnel identification as required by authorized Medical Center personnel.

Contractor shall require each of his employees to adhere to basic public works standard of working attire. These are basically uniforms, provided at Contractor's expense, proper shoes and other gear required by Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times.

E. Office of Inquiries and Complaints: Contractor shall maintain an office at some fixed place in Southern California and shall maintain a telephone thereat by which it is listed in the telephone directory in Contractor's own name or in the firm name by which it is most commonly known, and shall, during the daily hours of maintenance operation



have some responsible person(s), employed by Contractor, to take the necessary action regarding all inquiries and complaints that may be received from the Administrator, County personnel, patients or the public using the facilities. An answering service shall be considered an acceptable substitute to full time coverage, provided Contractor is advised of the complaint within one hour of receipt of complaint by the answering service. During normal working hours a supervisor or employee of Contractor responsible for providing maintenance services shall be available for notification through radio communication.

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, County may, after reasonable attempt to notify Contractor, cause such action to be taken by County's work force and shall charge the cost as determined by County thereof against Contractor, or may deduct such cost from any amount due to Contractor from County.

Contractor shall maintain a written log of all complaints, the date thereof and the date action was taken pursuant thereto or the reason for non-action. The log of complaints shall be open to inspection by Administrator at all reasonable times.

All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24)

hours, to the satisfaction of Administrator. If any complaint is not abated within twenty-four (24) hours, Administrator shall be notified immediately of the reason for not abating the complaint followed by a written report to Administrator within five (5) days.

F. Safety: Contractor agrees to perform all work required hereunder in such a manner as to meet all acceptable standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL. O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall identify and immediately correct unsafe conditions on the premises, as well as any unsafe practices occurring thereon. During normal working hours Contractor shall immediately notify the Director's Office of any emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on

the premises. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to Director within five (5) days.

G. Interpretation of Agreement and Specifications:

Should any misunderstanding arise Director will interpret the Agreement. If the Contractor disagrees with the interpretation of Director, he shall continue with the work in accordance with Director's interpretation. Within thirty days after receipt of the interpretation, Contractor may file a written request with the Director for a hearing before a Dispute Review Panel as provided hereinbelow. The written request shall outline in detail the area of dispute.

The Dispute Review Panel will be appointed by Administrator and will be composed of not less than three County personnel having experience in the administration of landscape maintenance contracts. The Panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to Director, for his consideration, within one (1) week following the conclusion of the hearing. Director shall render a final interpretation upon his review of the Panel's recommendation.

5. MAINTENANCE AND INSPECTION:

A. Maintenance:

(1) The work to be done hereunder shall include Contractor's provision of all labor, materials, and equipment necessary for the provision of landscape maintenance services at Medical Center.

(2) Contractor shall mow and edge turf areas, prune and trim shrubs and trees, provide weed control, irrigate, hand water, and operate manual and/or automatic irrigation systems, and other specific duties as set forth and designated in this Agreement.

(3) In regard to the level of maintenance, all work shall be performed in accordance with the highest professional maintenance standards so as to maintain the aesthetic level of the facilities in the area. Standards may be modified from time to time as deemed necessary by Administrator for the proper maintenance of the facilities. The foregoing work shall be done in a thorough and professional manner under the direction of and to the satisfaction of Administrator.

(4) Contractor shall not work or perform any operations during inclement weather, as determined by County, which may destroy or damage groundcover, or turf areas.

(5) Contractor shall recognize that during the course of this Agreement other activities and operations

may be conducted at the facility by County work forces and other Contractors. These activities may include but not be limited to landscape refurbishment, irrigation system modification or repair, construction and storm related operations. Contractor may be required to modify or curtail certain operations and shall promptly comply with such requests by Administrator.

(6) Contractor shall, during the hours and days of operation, respond to all emergencies within two (2) hours of notification.

(7) Contractor Damage to County Property: All damage incurred to County's facilities as a result of Contractor's operation as determined by County shall be repaired or replaced at the Contractor's expense. All such repairs or replacements shall be completed within the following time limits:

a. Irrigation damage shall be repaired or replaced within one watering cycle.

b. All damage to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.

Failure by Contractor to comply with the noted time frames without prior notification and written approval of the Administrator, may result in the County making Unsatisfactory Performance Deductions.

(8) All repairs or replacements shall be completed in accordance with the following maintenance practices:

a. Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified employee. If damage results in loss of a tree the damaged tree shall be removed and replaced.

b. Chemicals - All damage resulting from chemical operation, such as from spray drift or lateral leaching, shall be corrected in accordance with the above maintenance practices and the soil conditioned to insure its ability to support plant life.

(9) Irrigation/Operation Maintenance:

a. Contractor shall hand water and provide the necessary equipment and materials including but not limited to, manual operation and/or bleeding of valves as required to sustain and prevent the loss of turf, trees, shrubs and groundcover.

b. Contractor shall maintain in an operational state at all times the irrigation system consisting of automatic controllers, control valves, gate valves, risers and sprinkler heads. All irrigation systems shall be inspected, tested and maintained in accordance with the specifications as set forth in this Agreement.

c. Contractor shall provide personnel fully trained in all phases of landscape irrigation systems including but not limited to the operation, maintenance, adjustment and repair of such systems.

d. Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the Administrator prior to any installation.

e. Complete piping replacement, replacement of the gate valves and automatic or manual controllers is not required of the Contractor. Contractor may replace or repair leaking main and lateral irrigation lines automatic or manual control valves and gate valves, for which he shall receive additional compensation as provided for in Paragraph 3(C) (Other Work).

f. Contractor shall be responsible for the control of the irrigation systems during inclement weather conditions and shall limit the use of water concurrent with the weather situation to the satisfaction of the Administrator.

g. Contractor, during the daily hours of operation, shall correct malfunctioning irrigation systems and equipment within one watering cycle of

identification or following verbal notification from Administrator.

(10) Scheduling: Five (5) days prior to performance of scheduled work, Contractor shall provide the Administrator a schedule of work to be performed for the designated facility on a weekly basis. The first schedule shall be submitted within ten (10) days after the effective date of this Agreement. Such work schedules shall identify the Routine Landscape Maintenance Services and Seasonal/Periodic Landscape Maintenance Services to be performed.

If the original schedule is altered or revised in any manner, such revisions shall be submitted to Administrator at least five (5) working days prior to scheduled time for the work.

B. Inspections: Contractor shall perform a maintenance inspection at least weekly during daylight hours of all areas where services are performed. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems to check for proper condition and reliability.

6. ADDITION/DELETION OF SPECIFIC TASKS AND/OR WORK HOURS

A. The scope of services to be performed under this Agreement may be reduced with regard to any County facility or portion thereof, upon County's vacating such facility, or



portion thereof or, in the alternative reducing services at such facility. County will notify Contractor, in writing, at least five (5) calendar days prior to the effective date of the reduction. Payment adjustments shall be made to reflect such reduction of services. Such payment adjustments shall be made on a pro-rata basis commensurate with the percentage of reduction of services. County shall determine percentage of reduction.

B. The scope of services may also be reduced with regard to the hours and/or days of operation at any County facility covered by the Agreement. Payment adjustments, as applicable, shall be made to reflect such service reduction. Partial month payment will be calculated as follows: monthly cost divided by number of work days in the month times actual days worked.

C. For any change which affects the scope of work, or any other term or condition an amendment to the Agreement shall be prepared and executed by the County's Board of Supervisors and Contractor, except for the following:

(1) Director or his authorized designee, is authorized to execute and approve amendments in the form of Change Notices which may delete facilities, hours, staffing or unexpected expenses. Such Change Notice, may result in a Contract Sum decrease, all of which is subject to review and approval by County

Counsel, Chief Administrative Office and notification to the Board.

7. DEFINITIONS

A. Acceptable Quality Level (AQL).

A measure of variance from the standard performance (100%). The AQL represents maximum allowable monthly deviations from the standard before financial deductions are initiated. An AQL does not imply that Contractor may knowingly perform unsatisfactorily. However, County recognizes that less than 100% performance may sometimes occur. Failure to meet the AQL shall result in a deduction from Contractor's monthly reimbursement.

B. Basic Monthly Charge

The monthly charge per calendar month to County for all routine landscape maintenance services. This charge shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by (12) twelve. This monthly charge shall be referred to as the Basic Monthly Charge and may not include adjustments for inflation.

C. Contract Coordinator

That County officer or employee responsible for coordinating County responsibilities and interfacing with Contractor in the daily performance of the

contract. This person might also perform the duties of the QAE.

D. Contract Discrepancy Report (CDR)

A report used by Contract Monitors to record discrepancies or problems with a Contractor's performance with provisions of a contract. A copy of the CDR is provided to a Contractor for response and corrective action as necessary.

E. Quality Assurance Evaluator (QAE)

County officer or employee responsible for County's monitoring of the contract.

F. Contract Program Monitor

The facility administrative officer or employee responsible for all actions required to monitor any resultant contract, or his/her duly authorized designee. This person might also perform the duties of the QAE.

G. Contract Manager

Employee of Contractor who is responsible for overall management and coordination of any resultant contract.

H. Contract Start Date

Date Contractor begins work (start of the basic contract period) in accordance with the terms of any resultant contract.

I. County Facility

Refers to County facility where services will be rendered.

J. Director

County's Director of Health Services, or his duly authorized designee.

K. County Contract Project Monitor/Facility Designee

Facilities' authorized designee, i.e., the facilities' Chief Executive Officer, HSA-Commerce' Administrator, Chief Operating Officer. This person might also perform the duties of the QAE.

L. Other Work

Work which is requested by the Facility Designee in writing and which arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence, or which consists of requested improvement.

N. Performance Requirements Summary (PRS)

Identifies certain service indicators of the contract that will be evaluated by County to assure that contract performance standards are met by Contractor.

O. Quality Assurance Monitoring Plan - (OAMP).

The monitoring plan developed by County, specifically for this contract, to monitor compliance

with the contract. Certain elements of the monitoring plan are listed in Exhibit C.

P. Quality Control Plan

All necessary measures taken by Contractor to assure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in Exhibit A (Performance Work Statement).

Q. Routine Landscape Maintenance Services

Landscape maintenance services which are performed on a regular basis (i.e., mowing, edging, irrigation, etc.).

S. Seasonal/Periodic Landscape Maintenance Service

Landscape Maintenance services which are performed during a specified time or part of the year (e.g., winter, spring, summer, fall) or which are performed intermittently (e.g., disease control, renovation of turf, and reseeding).

T. Workday

Throughout this Performance Work Statement, workday means eight (8) hours per day, Monday through Friday, between the hours of 6:00 a.m. and 6:00 p.m., except for County observed Holidays, though Contractor may elect to provide additional coverage, e.g.,

weekends at no additional cost to the County. Eight (8) hours constitutes a legal days work.

8. RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

A. COUNTY

(1) Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract. Specific duties will include:

(a) Monitoring the Contractor's performance in the daily operation of this Contract.

(b) Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

(c) Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

(2) Furnished Items

If available, County may provide space for storage at each facility for use by Contractor. Such use shall be only for the purpose of

storing equipment and materials required for the performance of services hereunder. Contractor is prohibited from use of such space for purposes other than for the performance of any resultant contract.

**B. CONTRACTOR**

(1) Project Manager

a. Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

b. Project Manager shall act as a central point of contact with the County. Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

c. Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

d. Contractor must provide County Contract Coordinator or his designee with a current list of employees including supervisors providing services at County facilities with each monthly service invoice. This monthly listing should also include the total number of hours worked per employees. Contractor shall provide on a quarterly basis a more detailed listing of all employees providing services at County facility which includes name, date of employment, date of birth, current address, phone number and the date of latest physical examination. Contractor must keep this list updated.

e. The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while at County facilities is strictly prohibited. Any violation shall be cause for immediate removal of the offenders by Contractor from further work at County facilities.

f. Smoking is prohibited in all of County facility buildings, except in the designated areas as approved by County Contract Coordinator.

g. Contractor's employees may not bring any type of weapons or unlawful goods onto



County facilities.

h. During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the facility's rules, regulations, and procedures, including, but not limited to, entry and exit procedures, emergency procedures, and appropriate contacts with patients. Contractor shall instruct such persons who are to provide services on such rules, regulations, and procedures and to maintain records of such instruction. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from County Contract Coordinator or his designee that: (1) any such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that County Contract Coordinator decides that the corrective action taken by Contractor is not sufficient, then Contractor, at request of Contract Coordinator shall remove or suspend such employee from the provision of services hereunder.

SPECIFICATIONS

I. SPECIFICATIONS FOR ROUTINE LANDSCAPE MAINTENANCE SERVICES

1. MOWING:

A. Contractor shall perform mowing operations in a professional manner that ensures a smooth surface appearance without scalping.

B. Contractor shall set mowing heights to be not less than 3/4 inch for all turf areas. Mowing height may be set as high as 1/2 inches with one (1) inch being considered normal. Mower adjustments shall be made and measured on a flat paved surface. Mowing heights may vary for special events and conditions.

C. All grass clippings shall be collected and removed from the site on the same day the area is mowed.

D. Walkways shall be cleaned immediately following each mowing.

2. EDGING:

A. Contractor shall maintain all groundcover areas contiguous to turf areas "neatly" edged with all grass invasions eliminated.

B. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined and free of weeds and grass invasion.

C. All turf edges including, but not limited to, sidewalks, flush paved areas such as patios, drives, curbs, etc., shrub \

beds, flower beds, ground/cover beds and around the base of trees shall be edged to a neat and uniform line at all times.

D. The edge of turf shall be maintained in a trimmed or limited condition around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, backflow devices and other obstacles.

E. Clearance: Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the dripline of shrubs by use of approved chemicals, manual or mechanical devices.

F. Mechanical Edging: Mechanical edging shall be completed as one operation in a manner that ensures a well defined edge.

Walkways shall be cleaned immediately following each mechanical edging.

G. Chemical Edging:

(1) Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public access during application.

(2) Linear chemical edging of turf boundaries may be

performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically.

A twelve (12) inch barrier width shall be considered normal.

(3) Chemical detailing of sprinkler heads, valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location or a clean appearance. A clearance of no less than six (6) inches or more than seven (7) inches shall be maintained.

3. LITTER CONTROL:

A. Contractor shall provide litter control not less than once a day, Monday through Friday, at the Medical Center. All paper, glass, trash, undesirable materials, siltation and other accumulated debris shall be removed by 9:00 a.m. within the landscape areas including, but not limited to, walkways, between and around planted areas, steps, planters, drains and catch basins.

B. Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and provide for its disposal on a daily basis.

4. WEED CONTROL:

A. Contractor shall eradicate weeds from turf and cultivated and noncultivated areas. This will include per-

emergent and/or post-emergent chemical applications to turf areas.

B. Methods for removal of weeds can incorporate one or all three of the following:

- Hand Removal
- Cultivation
- Chemical Eradication

C. (1) All grasslike weeds, morning glory or vineweed types, ragweed or other underground spreading weeds shall be kept under strict control.

(2) All weeds and grass shall be eliminated from walkways, curbs and gutter expansion joints, driveways, parking lots, patios and drainage areas.

(3) Flower Beds -

a. No contact weed control chemical may be used in flower beds after they are planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

b. Contractor shall apply herbicide per manufacturer's recommendation.

c. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days.

If kill is not complete, a second application shall be applied.

d. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

After complete kill all dead weeds shall be removed from area.

5. RAKING: Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters and turf areas under trees and removed from the area.

6. PRUNING/TRIMMING:

A. Clearance: All trees shall be pruned to maintain a seven (7) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways. Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

B. All wounds one (1) inch in diameter or over shall be painted with an asphaltic base tree paint immediately after pruning.

C. Trim designated hedges to maintain formal hedges and topiary work.

D. Remove all clippings the same day that plant materials are pruned or trimmed.

E. (1) Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.

(2) Remove all new growth on trees up to the appropriate height clearances.

(3) Groundcover: Contractor shall remove all dead, diseased and unsightly branches, vines or other growth. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

(4) Flower Beds: Contractor shall promptly remove and dispose of any and all diseased plants from all beds. Broken, damaged or unsightly flowers or plant parts are to be removed promptly. With such display type blooms as floribunda roses, dahlias, etc., spent blooms are to be removed regularly when they become unsightly.

7. IRRIGATION/OPERATION AND MAINTENANCE:

A. Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties, shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The

delivery of adequate moisture to the landscaped areas shall include, but not be limited to: hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

B. Adequate soil moisture will be determined by programming the irrigation system as follows:

(1) Adjusting and setting of the automatic controller to establish frequency and length of watering period.

(2) Consideration must be given to the soil conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather.

(3) A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

C. Watering shall be regulated to avoid interference with any use of the facility's, roadways, paving or walks.

D. In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.

E. Irrigation system will be controlled in such a way as not



to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from overwatering and run-off drowning.

F. New turf (up through the sixth mowing) shall be watered immediately after mowing. Well established turf shall not be watered for at least four (4) hours after mowing.

G. All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to overwater in shady areas.

H. Contractor shall be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water deliver system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications specified herein.

I. Contractor shall insure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.

J. Contractor is responsible for repairing and replacing equipment parts, and performing the following tasks:

(1) Setting, scheduling and monitoring all irrigation controllers.

(2) Inspecting and reporting of irrigation system status.

(3) Adjusting and cleaning of sprinkler heads.

(4) Repairing or replacing sprinkler heads.

(5) Locating and documenting malfunctioning and/or inoperable sprinkler heads. Removing such heads, and replacing same with appropriate size heads.

(6) Providing all nipples, caps, plugs, elbows, couplings, etc.

(7) Providing replacements of all risers and swing joints due to normal wear, vandalism and third party negligence.

(8) Providing 1" x 1" x 1/4" inch angle iron, thirty (30) inches in length for supporting risers on slopes and in beds.

(9) Providing 1/2" worm drive bands for securing risers to stakes.

(10) Flushing irrigation pipelines.

(11) Replacing valve box covers due to normal wear, vandalism and third party negligence.

(12) Contractor shall confer with the Administrator regarding the need for relocation of inoperable sprinkler heads. County may require the Contractor, at no additional cost, to relocate the inoperable sprinkler head(s) to those areas within the facility identified by the Administrator.

K. County is responsible for the repair and/or replacement of

the following items of the irrigation system: quick couplers, automatic valves, gate valves, valves, pumps, automatic controllers and backflow devices. Contractor shall notify Administrator, of any damaged or inoperable major components identified above, indicating the problem, size and type of irrigation equipment.

L. Complete piping replacement of the irrigation system is not required by the Contractor. County is responsible for the repair or replacement of leaking main and lateral irrigation lines.

M. Contractor may be required to replace or repair leaking irrigation mains, lateral irrigation lines, gate valves, valves, pumps, automatic controller and backflow devices. Such work shall be considered Other Work and shall be compensated as provided in Exhibit A (Performance Work Statement For Landscape Maintenance Services), Paragraph 3 (Billing and Payment), Subparagraph C (Other Work).

8. IRRIGATION SYSTEM OPERABILITY AND TESTING (Irrigation/Operation and Maintenance):

A. In order to insure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system and report any damage or incorrect operation to the Administrator.

B. During the testing Contractor shall:

(1) Adjust all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent watering of roadways, sidewalks, head surface areas and private property.

(2) Unplug clogged heads and flush lines to free lines of rocks, mud and debris.

(3) Replace or repair inoperable irrigation equipment.

(4) All system malfunctions, damage and obstructions shall be recorded, reported to the Administrator and corrective action taken.

C. In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

D. Repair/replace malfunctioning sprinkler heads within one (1) watering cycle.

E. Correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

F. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Administrator.

G. Flushing of the irrigation lines of grit and gravel shall be done by removing the last head on each lateral and operating

the system until those materials are expelled.

9. USE OF CHEMICALS:

A. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator.

B. Contractor shall submit listing of proposed fertilizer/micronutrients and chemicals to include commercial name, application rates and type of usage to the Administrator for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Administrator.

C. Chemicals shall only be applied by those persons possessing a valid California Pest Control Applicator's license. Application shall be in strict accordance with all governing regulations.

D. Records of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

E. All chemicals requiring a special permit for use must be registered, and a permit obtained from the County Agricultural Commissioner's Office. An approved copy of permit shall be submitted to Administrator five (5) days prior to intended chemical usage.

F. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to. Contractor shall apply chemicals when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project.

G. Contractor shall give Administrator twenty-four (24) hour notification of use of chemicals for landscape areas.

10. INTERIOR PLANTS: Contractor shall maintain interior plants specified by Administrator. This includes, but is not limited to, watering, and maintaining aesthetic quality, as needed or requested by Administrator.

II. SPECIFICATIONS FOR SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

1. VERTICAL MOWING:

A. Contractor shall vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

B. Care shall be taken to avoid unnecessary or excessive injury to turf grass.

C. Sweep or rake dislodged thatch from turf areas and remove from the facility.

2. FERTILIZATION (Per Application):

A. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All

areas fertilized shall be thoroughly soaked immediately after fertilization.

B. Trees: Contractor shall apply fertilizer within the dripline to provide healthy color. Fertilizer should be inorganic and granular in form with trace elements.

C. Shrubs/Groundcover: Contractor shall apply fertilizer to provide a healthy color in all shrubs. Foliar feeding may be used if applicable. Fertilizer should be inorganic and granular in form with trace elements.

D. Turf: All turf area shall receive not less than one (1) pound of actual available nitrogen in a balanced fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular.

3. SHRUB/TREE CARE/PRUNING:

A. Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance as follows:

(1) All trees shall be trimmed, shaped and thinned.

(2) All dead and damaged branches and limbs shall be removed at the point of breaking.

(3) All trees shall be trimmed to prevent encroachment on private property.

B. Contractor shall prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and

proportionate size. Restrict growth of shrubbery to area behind curbs and walk-ways and within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning trees.

C. Pruning Procedures:

(1) All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.

(2) All limbs 1/2" or greater in diameter shall be undercut to prevent splitting.

(3) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

(4) All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.

(5) All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

(6) Climbing spurs shall not be used.

D. Pruning Criteria:

(1) The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.

(2) All trees shall be pruned for vertical and horizontal clearance.

(3) All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline.



Limbs should extend alternately from the trunk on twelve (12) inches to twenty four (24) inches spacing.

(4) All trees shall be thinned of smaller limbs to distribute the foliage evenly.

(5) All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.

(6) All suckers and sprouts shall be cut flush with the trunk or limb.

(7) No stubs will be permitted.

(8) Contractor shall report to the Administrator all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage.

(9) Contractor shall place special emphasis upon public safety during pruning operations, particularly when adjacent to roadways and pedestrian areas.

(10) All trimming and debris shall be removed and disposed of off-site at the end of day's work.

(11) All trees which are downed by either natural or unnatural causes, shall be removed and hole backfilled to grade.

E. Staking and Tying:

(1) Contractor shall replace missing or damaged stakes where the tree diameter is less than three (3) inches.

(2) Stake in those cases where tree has been damaged and requires staking for support.

(3) Stake new trees or recently planted trees which have not previously been staked.

(4) Materials: Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon size trees.

F. Criteria For Staking and Tying:

(1) Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).

(2) Hose for covering wire shall be either new or used garden hose at least one half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

(3) Stakes will be placed eight (8) inches from the trunk of the tree.

(4) Stakes and ties will be placed so no chafing of bark occurs.

(5) Damaged trees shall be staked and tied within twenty-four (24) hours of identification of damage by Contractor or of County or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days.

4. CULTIVATION: Contractor shall cultivate beds and planter areas as needed to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials, or their roots, in accomplishing this operation.

5. RODENT CONTROL: Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, groundcover, trees and irrigation systems.

6. TURF RESEEDING:

A. Contractor shall overseed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

B. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application recommended to maintain a good appearance.

7. RENOVATION-TURF:

A. Contractor shall renovate turf to the soil line and remove all excessive thatch.

B. After thatch is removed and upon completion of turf renovation all turf areas shall be overseeded, mulched and watered.

C. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate application as required to maintain a good appearance.

D. Mulch shall be spread evenly over the entire area to a uniform depth.

8. DISEASE/INSECT CONTROL:

A. Contractor shall maintain all landscape areas free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover and turf.

B. The Administrator shall be notified immediately of any disease, insects or unusual conditions that may develop.

C. A disease control program to prevent all common disease from causing serious damage shall be provided on an as needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

D. An insect control program to prevent all common insects from causing serious damage shall be provided on an as needed basis. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

9. AERIFICATION: Contractor shall aerate all turf by using a device that removes cores to a depth of two (2) inches at not more than six (6) inches on center.

10. PLANT MATERIALS

A. Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plans of record and specification should be consulted to ensure correct identification of species. Plant material

larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the Administrator.

B. Nomenclature: Plant names used in the landscape plan of the area conform to "Standardized Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein the custom of the nursery trade is followed.

C. Quality: Plants shall be sound, healthy, vigorous, free from plant disease, insect pests or their eggs, shall have healthy normal root systems, comply with all State and local regulations governing these matters, and be free from any noxious weeds.

D. All trees shall be measured six (6) inches above the ground surface.

E. Where caliper or other dimensions of any plant material are omitted from the Standardized Plant Names, it shall be understood that these plant materials shall be normal stock for the type listed. They must be sturdy enough to stand safely without staking.

F. Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species and conform to measurements specified in the Standardized Plant Names.

G. All trees permanently damaged by any means will be replaced with the identical species of tree existing

previously, unless otherwise notified in writing by the Administrator. Size of the replacement shall be of like size not to exceed twenty-four (24) inch box specimen container size. The need for and the size of replacement will be determined by the Administrator.

H. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Administrator.

PERFORMANCE REQUIREMENTS SUMMARY

1. INTRODUCTION: This Exhibit displays certain required services which will be monitored by the County during the term of this Agreement, and for which the Contractor may be assessed deductions (Unsatisfactory Performance Deductions) from the Basic Monthly Charge if the service has not been satisfactorily provided. This Exhibit indicates each such service, the service indicators, the performance standards, the maximum allowable deviations from perfect performance before Unsatisfactory Performance Deductions shall be applied, the County's method of monitoring, and the Unsatisfactory Performance Deductions which shall be made from the Basic Monthly Charge if the County determines, in its sole discretion, that the particular service has not been satisfactorily provided.

The County expects a high standard of Contractor performance under this Agreement contract and additionally shall monitor services in this Agreement beyond those listed in this Exhibit. County will make every effort to work with the Contractor to resolve any areas of difficulty. However, it is the Contractor's responsibility to satisfactorily provide all the services in this Agreement some of which are summarized in this Exhibit.

2. PERFORMANCE REQUIREMENTS SUMMARY CHARTS: The Performance Requirements Summary charts included in this Exhibit.

A. List some of the services considered important to acceptable contract performance (Column 1 of each chart).

B. Show some of the service indicators for each such service. (Column 2).

C. Define the service standard performance for each such service (Column 3).

D. Show the maximum allowable degree of deviation from perfect performance or the Acceptable Quality Level (AQL) for each such service that is allowed before the County shall deduct from the Basic Monthly Charge (Column 4).

E. Show the quality assurance method the County will use to monitor and evaluate the Contractor's performance in meeting the contract requirements for each such service, and the frequency of such monitoring (Column 5).

F. Show the dollar amount or method of calculating the dollar amount that shall be deducted from the Basic Monthly Charge if the County determines, in its sole discretion, that the service has not been satisfactorily performed (Column 6).

3. COUNTY QUALITY ASSURANCE: Contractor performance shall be compared each calendar month to the performance standards and Acceptable Quality Levels (AQLS) using the County's Quality Assurance Monitoring Plan (QAMP). The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

A. One hundred (100) percent inspection of output items for Routine Landscape Maintenance Services at randomly sampled times. The County's Quality Assurance Evaluator (QAE) shall



use a County Monitoring Checklist to carry out one hundred (100) percent inspections of the Contractor on a random basis. During these inspections, the QAE will complete a County Monitoring Checklist on a weekly basis and determine each calendar month if the Contractor has achieved at least eighty (80) percent of the total points possible for Routine Landscape Maintenance Services performed.

B. Consumer complaints may be used by the County as a monitoring method to measure consumer satisfaction with the Contractor's services.

4. CRITERIA FOR ACCEPTABLE AND UNACCEPTABLE PERFORMANCE:

Performance of the overall level of services is considered acceptable when the number of defects found by the QAE during contract monitoring does not exceed the number of defects allowed by the AQL for that service. When the performance is unacceptable, the QAE shall notify Contractor in writing of the deficiencies.

Contractor shall complete a Contract Discrepancy Report (CDR).

Contractor shall complete a Contract Discrepancy Report (CDR) within fifteen (15) days after notification from the QAE. The CDR requires the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented.

Unacceptable service performance shall result in Unsatisfactory Performance Deduction(s) as described in Paragraph 6 below.

Administrator shall evaluate the Contractor's explanation on the

CDR, and if the Administrator determines, in his sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence beyond the control and without the fault or negligence of the Contractor, then the Administrator may decline to assess the Unsatisfactory Performance Deduction.

5. REMEDY OF DEFECTS: Notwithstanding a finding of unsatisfactory service performance and imposition of Unsatisfactory Performance Deduction, the Contractor must, as soon as possible, remedy any and all defects in the provision of services, and, as deemed possible or feasible by the Administrator, perform such services again at an acceptable level.

6. UNSATISFACTORY PERFORMANCE DEDUCTIONS: A point system shall be used to determine the amount of Unsatisfactory Performance Deductions to be assessed when performance is less than the Acceptable Quality Level. The primary method to be used for determining the monthly level of service provided will be regular inspections utilizing a County Monitoring Checklist (see sample on pages C-6 to C-9 of this Exhibit).

Unsatisfactory performance shall be based upon the overall level of service provided each calendar month. The Acceptable Quality Level for each month shall be eighty (80) percent of the maximum number of points available according to the Monitoring Checklist, and shall be determined by taking the average of the Contractor's weekly scores (i.e., adding the weekly Monitoring

Checklist scores and dividing the total by the number of Monitoring Checklists for that month). Contractor shall be assessed Fifty Dollars (\$50) for unsatisfactory performance for each point below the Acceptable Quality Level.

The Monitoring Checklist shall be utilized as described in the following example.

Using the Sample Monitoring Checklist (see pages F-6 to F-10 of this Exhibit):

A. The maximum number of points available is 35.

B. The Acceptable Quality Level (i.e., 35 points x 80%) is 28 points.

C. Therefore, if Contractor receives an average monthly score of 28 points there will be an Unsatisfactory Performance Deduction of Fifty Dollars (\$50) for each point below the 28. For example, the score indicated on the Sample Monitoring Checklist, is 26 therefore since the Contractor's average score for such month does not meet or exceed the AQL of 28 points, Contractor may be subject to a One Hundred Dollars (\$100) Unsatisfactory Performance Deduction (i.e., 2 points x \$50).

# ROUTINE LANDSCAPE INSPECTION CHECKLIST SAMPLE

LANDSCAPE MAINTENANCE SERVICES AGREEMENT # \_\_\_\_\_

Facility: Olive View/UCLA Medical Center  
 INSPECTION DATE: January 9, 19xx  
 AREAS INSPECTED: Southwest parking lot, northeast lawn, northwest garden

**Instructions:** Columns A and B list certain required Agreement services and the service standards to measure performance. Column C contains the maximum number of points that can be earned for each service standard.

County's monitor shall inspect County's landscape areas to be maintained under the Agreement. Enter in Column D the number of points earned that best reflects the quality of completed work for each respective service standard.

The maximum number of points that can be earned for all service standards is 35. Contractor must earn at least the Acceptable Quality Level (AQL) of 28 points to be in compliance ( $AQL = 35 \times 80\% = 28$ ). The facility may assess Contractor an Unsatisfactory Performance Deduction of \$50.00 for each point below the AQL.

A.	B.	C.	D.	E.
REQUIRED SERVICE	SERVICE STANDARD (SS)	MAX. PTS.	POINTS EARNED	PT CRITERIA
Mowing	1. Evenly mowed without scalping;	3	3	SS 1 met
	2. All grass clippings collected and removed on same day; and	1	0	SS 2 met
	3. Walkway cleaned after mowing.	<u>1</u>	<u>1</u>	SS 3 met
	Total	5	4	
Edging	1. Turf edges uniformly edged;	2	2	SS 1 met
	2. Flower beds and ground cover areas are free of grass invasions;	1	0	SS 2 met
	3. Turf around sprinklers, valve boxes, meter boxes trimmed; and	1	0	SS 3 met
	4. Grass growth limited to 18 inches from trunks of trees and shrubs.	<u>1</u>	<u>0</u>	SS 4 met
	Total	5	2	
Litter Control	1. Litter free landscaped areas.	<u>5</u>	<u>4</u>	SS 1 met
	Total	5	4	

# ROUTINE LANDSCAPE INSPECTION CHECKLIST SAMPLE

A.	B.	C.	D.	E.
REQUIRED SERVICE	SERVICE STANDARD (SS)	MAX. PTS.	POINTS EARNED	PT CRITERIA
Weed Control	1. Walkways and driveways free from weeds; 2. Parking lots free from weeds; and 3. Planters/flower beds free from weeds. Total	2 1 <u>2</u> 5	2 0 <u>0</u> 2	SS 1 met SS 2 met SS 3 met
Raking	1. Turf raked of accumulated leaves; 2. Planters/flower beds raked of accumulated leaves; and 3. Raked leaves removed. Total	3 1 <u>1</u> 5	3 1 <u>0</u> 4	SS 1 met SS 2 met SS 3 met
Pruning/Trimming	1. Seven foot vertical clearance of all branches overhanging walks; 2. 14 foot vertical clearance for branches overhanging beyond roadway curbs; 3. Trimming wounds inch and over painted after trimming; 4. Clippings from pruned/trimmed trees/shrubs are removed when work is completed; 5. Dead, diseased, and unsightly branches, vines, plants or other growth removed. Total	1 1 1 1 <u>1</u> 5	1 1 1 1 <u>0</u> 4	SS 1 met SS 2 met SS 3 met SS 4 met SS 5 met
Irrigation/Operation and Maintenance	1. All landscaped areas properly watered - no dry areas; 2. Irrigation system operational; and 3. No excessive water runoff. Total	2 2 <u>1</u> 5	2 1 <u>1</u> 4	SS 1 met SS 2 met SS 3 met

Prepared By: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

ROUTINE LANDSCAPE INSPECTION CHECKLIST SAMPLE

LANDSCAPE MAINTENANCE SERVICES AGREEMENT # \_\_\_\_\_  
Facility: Olive View/UCLA Medical Center

INSPECTION DATE: January 9, 19xx

**Instructions:** Complete lines 1, 3 and 5 by following the formula outlined in the table below determine if Contractor's performance is below the AQL and subject to Unsatisfactory Performance Deductions.

1	Total Points Earned	26
2	Less: AQL Points	(28)
3	Points Subject To Unsatisfactory Performance Deduction (Line 1 minus Line 2)	2
4	Unsatisfactory Performance Deduction For Each Point Below The AQL	\$50.00
5	Total Dollar Unsatisfactory Performance Deduction Fees (Line 3 times Line 4)	\$100.00

**Note:** If calculation of Line 1 minus Line 2 results in a positive number, enter "zero" in Line 3, otherwise enter the negative number.

Prepared By: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

PERFORMANCE REQUIREMENTS SUMMARY  
ROUTINE LANDSCAPE MAINTENANCE SERVICES

REQUIRED SERVICE	SERVICE INDICATOR	SERVICE STANDARDS	ACCEPTABLE QUALITY LEVEL (AQL)	COUNTY METHOD OF MONITORING	UNSATISFACTORY PERFORMANCE DEDUCTION FROM BASIC MONTHLY CHARGE FOR NOT REACHING THE AQL
1. Mowing	Evenly mowed	See Exhibit A (Performance Work Statement) and Exhibit G (Specifications)	*	Periodic 100 percent inspection by use of a Monitoring Checklist; Consumer Complaints	**
2. Edging	Landscaped areas edged	Same as above	*	Same as above	**
3. Litter Control	Litter free landscaped areas	Same as above	*	Same as above	**
4. Weed Control	Weeds eliminated from cultivated and noncultivated areas	Same as above	*	Same as above	**

PERFORMANCE REQUIREMENTS SUMMARY  
ROUTINE LANDSCAPE MAINTENANCE SERVICES

REQUIRED SERVICE	SERVICE INDICATOR	SERVICE STANDARDS	ACCEPTABLE QUALITY LEVEL (AQL)	COUNTY METHOD OF MONITORING	UNSATISFACTORY PERFORMANCE DEDUCTION FROM BASIC MONTHLY CHARGE FOR NOT REACHING THE AQL
5. Raking	Absence of leaves and debris from landscaped areas.	Same as above	*	Same as above	**
6. Pruning/ Trimming	Hedges trimmed, trees pruned to appropriate shape and height	Same as above	*	Same as above	**
7. Irrigation/ Operation and Maintenance	Properly working irrigation system, no excessive runoff; no dry areas	Same as above	*	Same as above	**

\* The Acceptable Quality Level of service for each calendar month shall be 80% of the maximum points available per calendar month according to the Monitoring Checklist.

\*\* Contractor may be assessed Fifty Dollars (\$50) for unsatisfactory performance for each point per calendar month below the Acceptable Quality Level.



OLIVE VIEW/UCLA MEDICAL CENTER  
ROUTINE LANDSCAPE MAINTENANCE SERVICES  
FREQUENCY CHART

<u>ROUTINE LANDSCAPE MAINTENANCE SERVICES</u>	<u>FREQUENCY FOR CONTRACT TERM July 21 - Sept.30, 2004</u>
Mowing	Weekly
Edging	Three times monthly
Litter Control	Daily
Weed Control	Once weekly
Raking	Once weekly
Pruning/Trimming	Twice weekly
Irrigation/Operation & Maintenance	Daily
Interior Plants	Two times monthly

## EXHIBIT E

## OLIVE VIEW/UCLA MEDICAL CENTER ROUTINE LANDSCAPE MAINTENANCE SERVICES

## STAFFING PATTERN FOR CONTRACT TERM (HOURS PER CALENDAR MONTH)

	Mowing	Edging	Litter Control	Weed Control	Interior Plants	Raking	Pruning/ Trimming	Irrigation Operation & Maintenance	
JULY	26.64	3.42	19.98	10.8	2.25	4.59	4.59	4.32	
AUG.	92	12	69	35	8	16	16	15	
SEPT.	92	12	69	35	8	16	16	15	

Total Hours Per Contract Term

602.59

OLIVE VIEW/UCLA MEDICAL CENTER  
SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES  
AND OTHER WORK FOR CONTRACT TERM  
JULY 21, 2004 - SEPTEMBER 30, 2004

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

Tasks	Frequency For Term	Staff Hours Per Frequency	Cost Per Frequency	Total Costs For Term
Cultivation	1	20	400	400
Renovation - Turf	0	130	2600	0
Turf Re-seeding	2	8	160	320
Shrub/Tree Care/Pruning	0	409	6995	0
Aerification	0	932	640	0
Vertical Mowing	0	64	1280	0
Fertilization	1	24	480	480
Disease/Insect Control	1	16	320	320
Rodent Control	2	16	320	640
Other Work	1	8	236	236
Total				2396

II. OTHER WORK

Hourly Rate (Includes Profit and Overhead)

Pest Control Operator      \$ 65

Irrigation Specialist      \$ 25

Landscape Maintenance      \$ 20  
Laborer

## PRICING SCHEDULE

ROUTINE/SEASONAL AND PERIODIC LANDSCAPE MAINTENANCE SERVICES  
 July 21, 2004 through September 30, 2004

FACILITY: OLIVE VIEW-UCLA MEDICAL CENTER

I. ROUTINE LANDSCAPE MAINTENANCE COST	
DIRECT COSTS	BUDGET COSTS
- Labor (Management/Staffing)	
Salaries and Wages	\$6,307
Employee Benefits	\$280
Health Insurance	\$1,395
Subtotal Labor	\$7,982
- Services and Supplies (S&S)	
Supplies	\$563
Equipment	\$256
- Other (July - Sept. Add on)	\$3,323
Subtotal	\$4,142
Total Direct Costs	\$12,124
Total Indirect Costs (Overhead Profit)	\$2,048
II. GRAND TOTAL DIRECT AND INDIRECT COST	\$14,172
BASIC MONTHLY CHARGE (Full Month) (Grand Total Direct and Indirect Cost)	\$6,082
III. TOTAL MAXIMUM SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES COST	\$2,396
IV. TOTAL MAXIMUM CONTRACT COST PER CONTRACT TERM (Group II plus Row III)	\$16,568



NOTICE TO PUBLIC ENTITY  
For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11)

- - - - -

I, \_\_\_\_\_, the undersigned am  
(Name - print)

\_\_\_\_\_ with the authority to act  
(position in business)

for and on behalf of \_\_\_\_\_,  
(Name of business and/or contractor)

certify under penalty of perjury that the records or copies thereof  
submitted and consisting of \_\_\_\_\_  
(description, no. of pages)

are the originals or true, full, and correct copies of the originals  
which depict the payroll record(s) of the actual disbursements by way  
of cash, check, or whatever form to the individual or individuals  
named.

Date: \_\_\_\_\_ Signature \_\_\_\_\_

A public entity may require a more strict and/or more extensive form of  
certification.

## CONTRACTOR'S EEO CERTIFICATION

American Landscape Maintenance Inc.

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Company Name

7949 Deering Ave., Canoga Park, CA 91304

---

Address

---

Internal Revenue Service Employer Identification Number

## GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## CERTIFICATION

YES NO

- |   |         |
|---|---------|
| 1. Contractor has written policy statement prohibiting discrimination in all phases of employment.  | ( ) ( ) |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.  | ( ) ( ) |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.   | ( ) ( ) |
| 4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | ( ) ( ) |

---

Signature

AMERICAN LANDSCAPE MAINTENANCE CO.

---

Date

---

Name and Title of Signer (please print)

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

## COUNTY PROJECT DIRECTOR:

Name:	Thomas L. Garthwaite , M.D.
Title:	Director and Chief Medical Officer
Address:	313 N. Figueroa Street. Los Angeles, CA 90012

## COUNTY PROJECT MANAGER:

Name:	Melinda Anderson
Title:	Chief Executive Officer
Address:	14445 Olive View Drive, Sylmar 91343
Telephone:	(818) 364-3002
Facsimile:	(818) 364-3011
E-Mail Address:	<u>manderson@dhs.co.la.ca.us</u>

## COUNTY CONTRACT PROJECT MONITOR:

Name:	Khalil Abdul-Aziz / Dexter Moon
Title:	Contract Monitor
Address:	14445 Olive View Drive, Sylmar 91343
Telephone:	(818) 364-3324
Facsimile:	(818) 364-3340
E-Mail Address:	<u>kabul@dhs.co.la.ca.us /</u> <u>dmoon@dhs.co.la.ca.us</u>

## COUNTY CONTRACT BILLING:

Name:	Rafael Salazar
Title:	Expenditure Managment
Address:	14445 Olive View Drive, Sylmar 91343
Telephone:	(818) 364-3426
Facsimile:	(818) 364-4514
E-Mail Address:	<u>rsalazar@dhs.co.la.ca.us</u>



## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: AMERICAN LANDSCAPE INC.

CONTRACT NO. \_\_\_\_\_

CONTRACTOR'S PROJECT MANAGER:

Name:	Mike Hayes
Title:	Vice President
Address:	7949 Deering Ave., Canoga Park CA 91304
Telephone:	(818) 999-2041
Facsimile:	(818) 999-2056
E-Mail Address:	<u>alm@americanlandscape.com</u>

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	
Title:	
Address:	
Telephone:	( )
Facsimile:	( )
E-Mail Address:	

Name:	
Title:	
Address:	
Telephone:	( )
Facsimile:	( )
E-Mail Address:	

Notices to Contractor shall be sent to the following address:

Name:	Mike Hayes
Title:	Vice President
Address:	7949 Deering Ave., Canoga Park CA 91304
Telephone:	(818) 999-2041
Facsimile:	(818) 999-2056
E-Mail Address:	<u>alm@americanlandscape.com</u>

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

## 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

## 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
  - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

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COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bids) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name: American Landscape Maintenance Inc.

Company Address: 7949 Deering Ave.

City: Canoga Park

State: CA

Zip Code: 91304

Telephone Number: 818 999-2041

818 999-2056

Solicitation For ( Type of Goods or Services): Landscape Maintenance Services

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Mike Hayes	Title: Vice President
Signature:	Date:

*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

**The California Safely  
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

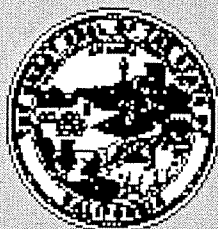
Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever  
has to abandon a child again.**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary  
**Department of Social Services**  
Rita Saenz, Director

PUB 400 (5/02)

**no shame.  
no blame.  
no names.**

**now there's a way  
to safely surrender  
your baby**





**Los Angeles County**  
**Safely**  
**Surrendered**  
**Baby**  
**Hotline**



**(877)BABY SAFE**

**Toll Free (877) 222-9723**

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- **Guaranteed Confidentiality**
- **7 Days a Week**
- **24 Hours a Day**
- **English and Spanish and 140 Other Languages Spoken**



INFO LINE of Los Angeles has been in business since 1981.  
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

Page 1 of 6

2.201.010 Findings.

The Board of Supervisors finds that the county of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999).

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions.

- A. "County" includes the County of Los Angeles, any County officer or body, any County Department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer."
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract;" or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract;" and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contract and/or one or more cafeteria services contract; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.



Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

Page 2 of 6

- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the Chief Administrative Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. \*It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of Living Wage

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

Page 3 of 6

2.201.050 Other provisions

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An Employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer, may, with the advice of County Counsel, issue interpretations of the provision of this chapter. The Chief Administrative Officer in conjunction with the affirmative action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the Board of Supervisors on Contractor compliance with the provisions of this Chapter.

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

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- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Administrative Officer, or to the County Auditor Controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer.
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act.
  2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

Page 5 of 6

2. Fails to meet any other County requirement for employees of a Contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employers other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Administrative officer:
  1. Assess liquidated damages as provided in the contract; and/or
  2. Recommend to the Board of Supervisors the termination of the contract; and/or
  3. Recommend to the Board of Supervisors that an employer be barred from award of future County contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under section 501 (c) (3) of the Internal Revenue Code.

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

Page 6 of 6

- D. Small Businesses. This chapter shall not be applied to any employer which is business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenue in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenue or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord 99-0055 § 1, 1999: Ord 99-0048 § 1 (part), 1999.)

2.201 .100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.).



COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. The Agent is required to check each of the applicable boxes below.

LIVING WAGE ORDINANCE:

- ☐ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☐ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that Firm is subject to its terms.

LABOR/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
- ☐ The Firm HAS been named on a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☐ There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
- ☐ There HAS BEEN a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☐ The Firm HAS NOT been debarred by a public entity during the past ten (10) years; OR
- ☐ The Firm HAS been debarred by a public entity within the past 10 years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form(s).

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct

Owner's/Agent's Authorized Signature

Print Name and Title

Print Name of Firm

Date

COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE  
LABOR/PAYROLL/DEBARMENT HISTORY

Firm must complete and submit a separate form (make photocopies of form) for each instance of  
(check applicable box below):

- ☐ An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- ☐ A determination by a public entity within three (3) years of the date of the proposals that the Firm committed a Labor Labor/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: American Landscape Maintenance Inc.	Print Name of Owner:
Print Address of Firm: 7949 Deering Ave.	Owner's/AGENT's Authorized Signature:
City, State, Zip Code Canoga Park, CA 91304	Print Name and Title:

Public Entity Name:		Date of Incident:
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

☐ Additional Pages are attached for a total of \_\_\_\_\_ pages.



COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE

Contractor Living Wage

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

-----  
If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than \$9.46 per hour per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than \$1.14 per hour per employee. I will pay an hourly wage of not less than \$9.46 per hour per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan at least \$1.14 per hour per employee. I will pay an hourly wage of not less than \$8.32 per hour per employee.

Health Plan(s): \_\_\_\_\_

Company Insurance Group Number: \_\_\_\_\_

Health Benefit(s) Payment Schedule: \_\_\_\_\_

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: \_\_\_\_\_  
(Specify)

PLEASE PRINT COMPANY NAME:	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE	DATE:
PLEASE PRINT NAME:	TITLE OR POSITION:



# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

## PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_;  
(Company or subcontractor Name) (Service, Building or Work Site)  
 that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and  
(Calendar day of Month) (Month and Year)  
 ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said work site  
(Calendar day of Month) (Month and Year)  
 have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of \_\_\_\_\_  
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:


2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature:
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.



**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

**MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS**

**Instruction Box:** Please complete all sections of this form.  
(Information to complete this form can be obtained from your weekly certified payroll reports) Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____	(5) For Month Ending:
(6) Department Name:		(7) Contract Service Description:	(8) Contract Name & Number:
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Social Security Number	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate \$ Health Benefits Paid (16+18)	
		1	2	3	4	5							
1													
2													
3													
4													
5													
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)											
Print Authorized Name:		Grand Total (All Pages)											

Authorized Signature: _____	Date: ____/____/____	Title: _____	Telephone Number (include area code) (____) _____	Page: ____ of ____
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**ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. Proposer has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.  
\_\_\_\_\_ YES \_\_\_\_\_ NO (subject to verification by County)
- B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.  
\_\_\_\_\_ YES \_\_\_\_\_ NO
- C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.  
\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (Program not available)

Proposer Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773  
AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2000-1

ISSUE DATE: February 22, 2000

EXPIRATION DATE OF DETERMINATION: April 1, 2000~ Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments				Straight-Time			Overtime	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training Hours		Total Hourly Rate	1 1/2X
Imperial	\$5.75	-	-	<sup>a</sup> 0.115	0.17	-	8	<sup>b</sup> 6.035	<sup>b</sup> 8.91
Inyo, Mono and San Bernardino	5.75	-	-	0.30	0.17	-	8	6.22	9.095
Kern	5.75	-	-	<sup>c</sup> 0.16	0.17	-	8	<sup>b</sup> 6.08	<sup>b</sup> 8.955
	10.00	-	-	<sup>d</sup> 0.27	0.46	-	8	<sup>b</sup> 10.73	<sup>b</sup> 15.73
Los Angeles	5.75	0.89	-	<sup>e</sup> 0.115	0.14	-	8	6.895	<sup>b</sup> 9.77
Orange	5.75	-	-	<sup>f</sup> 0.11	0.11	-	8	<sup>b</sup> 5.97	<sup>b</sup> 8.845
Riverside	5.75	-	-	<sup>g</sup> 0.20	0.16	-	8	<sup>b</sup> 6.11	<sup>b</sup> 8.985
San Diego	5.75	-	-	0.22	0.115	-	8	6.085	8.96
	6.25	-	-	0.24	0.12	-	8	6.61	9.735
San Luis Obispo	7.50	-	-	<sup>k</sup> 0.15	0.15	-	8	7.80	11.55
	8.00	-	-	<sup>l</sup> 0.16	0.16	-	8	8.32	12.32
Santa Barbara	6.00	-	-	<sup>h</sup> 0.12	0.12	-	8	<sup>h</sup> 6.24	<sup>b</sup> 9.24
	7.00	-	-	<sup>i</sup> 0.13	0.13	-	8	<sup>b</sup> 7.26	<sup>b</sup> 10.76
Ventura	5.75	-	-	0.115	0.16	-	8	6.025	8.90
	7.00	2.97	-	<sup>j</sup> 0.19	0.26	-	8	<sup>b</sup> 10.42	<sup>b</sup> 13.92

## Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

<sup>a</sup> \$0.22 after 3 years of service.

<sup>b</sup> Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

<sup>c</sup> \$0.31 after 2 years of service.

<sup>d</sup> \$0.54 alter 2 years of service: \$0.81 alter 3 years of service.

<sup>e</sup> \$0.24 after 3 years of service: \$0.37 after 7 years of service.

<sup>f</sup> \$0.22 after 4 years of service.

<sup>g</sup> \$0.40 after 3 years of service.

<sup>h</sup> \$0.23 after 2 years of service.

<sup>i</sup> \$0.27 after 2 years of service.

<sup>j</sup> \$0.38 after 3 years of service.

<sup>k</sup> \$0.29 after 2 years of service.

<sup>l</sup> \$0.31 after 2 years of service.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon

which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

**TRAVEL AND/OR SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker maybe obtained from the Prevailing Wage Unit at (415) 703-4774.

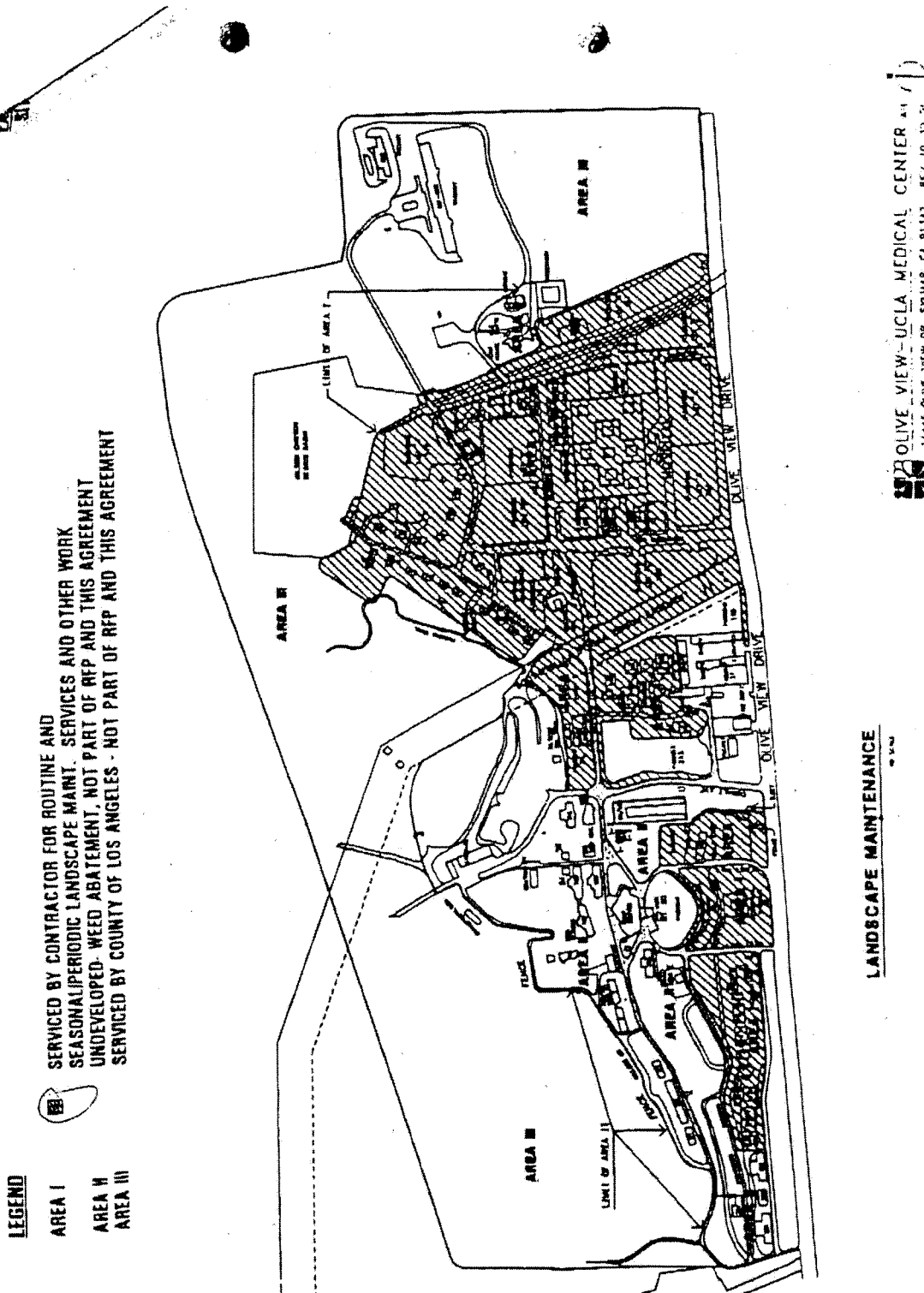
NOTE: ANY COUNTY OF LOS ANGELES CONTRACTOR SUBMITTING A PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES WHO DOES NOT FALL UNDER THE LIVING WAGE ORDINANCE MUST PAY THEIR EMPLOYEES THE PREVAILING WAGE.

## SITE MAP

EXHIBIT R

### LEGEND

- AREA I ☐ SERVICED BY CONTRACTOR  
FOR ROUTINE AND SEASONAL/PERIODIC LANDSCAPE MAINT. SERVICES AND OTHER WORK  
AREA II UNDEVELOPED- WEED ABATEMENT, NOT PART OF RFP AND THIS AGREEMENT  
AREA III SERVICED BY COUNTY OF LOS ANGELES - NOT PART OF RFP AND THIS AGREEMENT



EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that \_\_\_\_\_, is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Worker's Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007

DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR ORDINANCE

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2.202.010	Finding and declarations
2.202.020	Definitions
2.202.030	Determination of contractor non-responsibility
2.202.040	Debarment of Contractors
2.202.050	Pre-exemption
2.202.060	Severability

2.202.010 Findings and declarations

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT ORDINANCE

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2.202.030 Determination of contractor non-responsibility

- A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.
- D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors

- A. The county may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the county.



DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
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- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the county; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.
- D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

# Department of the Treasury

Internal Revenue Service  
Notice 1015  
(Rev. November 2002)

EXHIBIT U

## Have You Told Your Employees About the Earned Income Credit (EIC)?

### What Is the EIC?

The EIC is a refundable tax credit for certain workers. A change to note. Workers cannot claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,550.

### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate. Note: *You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return.

Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2002 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

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NOTICE 1015  
(Rev. 11-2002)